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# A COLLECTIVE BARGAINING AGREEMENT

## BASIC AGREEMENT

Between

Office of the Administrator  
Animal and Plant Health Inspection Service  
U.S. Department of Agriculture

and

The National Joint Council of Food  
Inspection Locals  
The American Federation of Government Employees  
(AFL-CIO)

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BASIC AGREEMENT  
BETWEEN  
THE OFFICE OF THE ADMINISTRATOR,  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE,  
U.S. DEPARTMENT OF AGRICULTURE  
AND  
NATIONAL JOINT COUNCIL OF FOOD INSPECTION LOCALS,  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
(AFL-CIO)

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BASIC AGREEMENT  
BETWEEN  
THE OFFICE OF THE ADMINISTRATOR,  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE,  
U.S. DEPARTMENT OF AGRICULTURE  
AND  
NATIONAL JOINT COUNCIL OF FOOD INSPECTION LOCALS,  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

I. GENERAL PROVISIONS

- 1.1 AUTHORITY: This Agreement is entered into under the authority granted in Executive Order 11491, as amended, and in accordance with the regulations of the U. S. Department of Agriculture. Exclusive recognition was granted to the National Joint Council of Food Inspection Locals, American Federation of Government Employees by the Office of the Administrator, Consumer and Marketing Service, in a letter dated October 24, 1968. Due to the realignment of the meat and poultry inspection programs into the Animal and Plant Health Inspection Service, the Office of the Administrator, in a letter dated October 10, 1972, to the National Joint Council of Food Inspection Locals, has continued the grant of exclusive recognition previously accorded.
- 1.2 COVERAGE: This Agreement is applicable to all permanent full-time food inspectors in the field service of the Meat and Poultry Inspection Program, Animal and Plant Health Inspection Service, U. S. Department of Agriculture, except veterinarians and non-veterinary inspectors in supervisory positions. This group of employees forms the representation unit.
- 1.3 PURPOSE OF THIS AGREEMENT: This Agreement sets forth the respective roles and responsibilities of the parties; states the policies, procedures and methods that govern the working relationships between the parties; and indicates the nature of the subject matter of proper mutual concern. The purpose of the parties in entering into the agreement is to:

(a) Insure employee participation in the formulation of personnel policies and procedures.

(b) Provide for the highest degree of efficiency and responsibility in the accomplishment of the mission of the Meat and Poultry Inspection Program, Animal and Plant Health Inspection Service, U.S. Department of Agriculture.

(c) Promote systematic employee-management cooperation.

(d) Facilitate the adjustment of grievances and disputes.

(e) Establish the procedures and methods that will hereinafter govern the working relationships between the parties.

(f) Identify the subject matter of mutual concern.

- 1.4 PARTIES TO THE AGREEMENT: The parties to this agreement are the Office of the Administrator, Animal and Plant Health Inspection Service, U.S. Department of Agriculture, hereinafter referred to as the Employer and the National Joint Council of Food Inspection Locals, American Federation of Government Employees (AFL-CIO), hereinafter referred to as the Council. Primary responsibility and authority for negotiating, and administering this agreement rests with the Office of the Administrator of Animal and Plant Health Inspection Service, and the representatives of the Council. However, the National Office, AFGE, will represent the Council in appropriate dealings with the U.S. Department of Agriculture, Office of Personnel.
- 1.5 RELATIONSHIPS AT PARALLEL ORGANIZATIONAL LEVELS: The parties agree that they will consider problems arising between them at the lowest organizational level which has authority to resolve the issues. Where problems cannot be resolved at the lower level of the parties, they shall, if considered appropriate, be referred to successively higher levels. The recognized levels of Employer and and Union are:

EMPLOYERUNION

Circuit	Local
Area	Local or Locals
Region	Regional Council
Office of the Administrator	
Animal & Plant Health Inspection Service	National Joint Council

- 1.6 APPOINTMENT OF REPRESENTATIVES: Officials responsible for each of the levels identified in 1.5 above will promptly notify their counterpart of the names of individuals authorized as representative(s) in appropriate Labor-Management dealings. The designated representative(s) will represent all inspectors of the unit at the particular organizational level whether such inspectors are assigned to poultry or meat operations.
- 1.7 RIGHTS OF THE EMPLOYER: In the administration of all matters covered by this agreement or subordinate agreements, officials and employees are governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by the provisions of the Department Personnel Manual and published APHIS policies and regulations required by law or by the regulations of the Department or other appropriate authorities or authorized by the terms of a controlling agreement at a higher management level.

Management officials retain the right, in accordance with applicable laws and regulations--(1) to direct employees of the Agency; (2) to hire, promote, transfer, assign, and retain employees in positions within the Agency; and to suspend, demote, discharge, or take other disciplinary

action against employees; (3) to relieve employees from duties because of lack of work or for other legitimate reasons; (4) to maintain the efficiency of the Government operations entrusted to them; (5) to determine the methods, means, and personnel by which such operations are to be conducted; (6) to take whatever actions may be necessary to carry out the mission of the Agency in situations of emergency. Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

The above rights will not limit an employee's right to express dissatisfaction concerning management's implementation of such rights in accordance with applicable laws, regulations, policies, and this agreement.

- 1.8 UNION RIGHTS AND RESPONSIBILITIES: Under the terms of this Agreement, the Council shall represent all employees in the representation unit in appropriate consultations, negotiations, and other contacts with the Service regarding those personnel policies and practices and working conditions within the authority of the Service. The National Office, AFGE, shall represent the Council on those departmental matters of appropriate concern to it, the authority for which has not been delegated by the Department to the Service.
- 1.9 EMPLOYEE RIGHTS: The Employer and the Union agree that employees in the unit shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from joining the Union. The freedom of such employees to assist the Union shall be recognized as extending to

participation in the management of and acting for the Union in the capacity of an organization representative, including presentation of its views to appropriate authorities. The Employer shall assure that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in the Union.

The terms of this Agreement do not preclude any employee from bringing matters of personal concern to the attention of appropriate officials of the U.S. Department of Agriculture in accordance with applicable laws, regulations or policy.

- 1.10 STATUS OF AGREEMENT: This agreement shall, on its effective date, be the sole agreement between the parties. It shall replace all written agreements with organizations now comprising the Council. However, Circuit or Area and Regional agreements shall remain in effect, to the extent that they are not in conflict with this agreement or agency policies until renegotiated at the appropriate level but no longer than thirty (30) days for Regional agreements and sixty (60) days for Area or Circuit agreements from the effective date of this agreement unless further extended by the Regional or Area parties for a specified period. It is recognized that the agreement is a "living document" and the fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to meet with the other to discuss and consult on matters not originally covered by the agreement.

## 2. DURATION OF AGREEMENT

- 2.1 EFFECTIVE DATE AND TERM: This agreement will remain in full force and effect for 1 year from the date of approval by the Director of Personnel, USDA. However, the first anniversary date shall be June 1, 1973.

Either party may give written notice to the other, not more than 90 nor less than 60 days prior to the anniversary date, for the purpose of renegotiating this agreement. The nature of the proposed changes in the agreement shall be included in the notice. If the negotiations have not been completed and the agreement approved by the anniversary date, the existing agreement shall automatically be extended for ninety (90) days.

If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed one (1) year on its anniversary date, subject to the other provisions of this article.

- 2.2 AMENDMENTS: The parties may effect amendments or may add provisions to this agreement at times other than provided for in paragraph 2.1 if such action is necessary to reflect legal and regulatory changes or if both parties agree that it is expedient to do so.

### 3. RELATIONSHIPS AT SUBORDINATE LEVELS

- 3.1 POLICY: The parties agree to continue to emphasize the development and maintenance of meaningful labor-management relationships at subordinate levels. To this end, agreements with the Regional Directors and Area Supervisors are authorized under appropriate circumstances hereinafter defined. However, a decision of the parties at the Regional level not to negotiate a Regional agreement shall not preclude the negotiation of agreements with Area Supervisors. On the other hand, if the Regional parties decide to negotiate an all-inclusive Regional agreement, no agreements with the Area Supervisors would be authorized.



### 3.2 ENTITLEMENT AND COVERAGE:

(a) Regional Level: A member Regional Council or Councils will be considered eligible to negotiate and enter into an agreement with the appropriate Regional Director covering all employees in the unit who are assigned in a particular Region if such Regional Council or Councils has been designated by the National Joint Council as its representative in the Region. The Regional Councils so designated and the representative(s) with whom each of the Regional Directors shall deal will be identified to the Office of the Administrator on the effective date of this agreement. Only one regional agreement is authorized in each of the Regions.

(b) Area Level: A member Local or Locals of a Regional Council which has been designated as a representative of the Council in a particular Area will be considered eligible to participate with other like designated Locals in the negotiation of an agreement with the Area Supervisor covering all members of the Unit located within the Area. However, this shall not preclude the negotiation of provisions within such an agreement, or supplements thereto, in respect to matters specific to the members of the Unit within the Area as represented by a particular designated Local. However, such provisions, if negotiated, shall not be applicable to less than all employees of the Unit in a Circuit.

### 3.3 SCOPE OF AGREEMENTS: Agreements at the Regional Level and those with the Area Supervisor shall deal solely with those matters which are appropriate for negotiation and which are within the administrative discretion of the Regional Director or Area Supervisor, respectively. Provisions of agreements with the Regional Director or Area Supervisor shall be subordinate to and in accordance with the provisions of this

agreement or other documented policies or practices which have been mutually agreed to by the parties to this agreement. Agreements with the Area Supervisor shall also be subordinate to the Regional Agreement in the same respect.

3.4 TERM OF AGREEMENT: Agreements at the Regional Level and those with Area Supervisors, including supplements thereto, shall become effective as provided for in 3.5(c). Their term, including automatic renewal shall be concurrent with the term of this agreement.

3.5 APPROVAL PROCESS:

(a) Regional Agreements: The negotiated Agreement shall be signed in full by the negotiating parties when negotiations are completed. It shall be reproduced within five (5) days of signature by the Regional Director and sufficient copies furnished to the Regional Council Representative for distribution to the member Locals of the National Joint Council, covered by such Agreement, for their ratification. A maximum of thirty (30) calendar days from the date of signature of the parties will be provided for the ratification process. If no notice of ratification is received within the thirty (30) day period, the Agreement will be considered ratified.

(b) Area Agreements: The negotiated Agreement shall be signed in full by the negotiating parties when negotiations are completed. It shall be reproduced by the Area Supervisor within five (5) days of signature for distribution to the appropriate member Locals covered by such agreement for their ratification. A copy will also be sent to the appropriate Regional Council Representative and the Regional Director. A maximum of thirty (30) calendar days from the date of signatures of the parties will be provided for the ratification process. If no notice of ratification is



received within the thirty (30) day period, the Agreement will be considered ratified.

(c) Joint Procedures: At the same time that the Regional Council Representative is provided copies of the signed Regional Agreement, or in the case of Area Agreements when such agreements are received from the Area Supervisor, the Regional Director shall initiate the management approval process by the submission of the original and six copies of the negotiated Agreement, signed in full, to the Personnel Division and one copy to the Deputy Administrator, Field Operations, and the Chairman of the Council for their review. The reviews will be accomplished within thirty (30) calendar days. If the negotiated Agreement cannot be approved by the Personnel Division, Field Operations, or the Council Chairman, or if it is not ratified by the appropriate member Locals, it will be returned to the Regional Director and the Regional Council Representative with reasons for not approving or ratifying the Agreement. If the negotiated Agreement can be approved, it shall be sent to the Chairman of the Council who will sign and return it to the Personnel Division. The Agreement will be signed by the Office of the Administrator and then presented to the Department Office of Personnel for approval. The date of approval by the Director of Personnel shall be the effective date. Personnel Division will furnish copies of the approved Agreement to the Regional Director, the Chairman of the Council, the concerned Regional Council President, and the National Office, AFGE. The Regional Director will be responsible for duplicating and distributing copies to all supervisors and to employees covered by the Agreement.

### 3.6 FORMAT FOR AGREEMENTS AT THE REGIONAL LEVEL AND WITH AREA SUPERVISORS:

(a) Regional Level: The format on general provisions and terms,

which appears as Appendix #1 to this Agreement, shall be followed in structuring the "General Provisions and Term" sections of all agreements at the Regional Level.

(b) Agreements With Area Supervisors: The format which appears as Appendix #2 to this Agreement shall be followed in structuring the "General Provisions and Term" sections of all agreements with Area Supervisors.

#### 4. COOPERATIVE IMPROVEMENT

4.1 COMMON INTERESTS: The Council and the Employer recognize that they have a common interest in the improvement of the operations of the Service and the major contributions to this goal that can be made by the employees. Therefore, to achieve the maximum benefit from employee contributions, a National Cooperative Improvement Committee and five (5) Regional Cooperative Improvement Committees shall be established.

#### 4.2 MEMBERSHIP OF COMMITTEES:

(a) REGIONAL COMMITTEES: Each Regional Committee shall be comprised of up to six (6) members. Up to three (3) shall be appointed by the Regional Director and three (3) by the representative(s) of the Regional Council(s) having exclusive jurisdiction in the Region. The term of the members shall be two years. However, to provide continuity in rotating the membership, one of the members appointed initially by the Council and one appointed by the Region shall be appointed for a one (1) year term. Thereafter, all appointments shall be for two (2) year terms.

(b) National Committee: The National Committee shall be comprised of eight (8) Council representatives and as many Employer representatives as the Employer deems appropriate. The eight (8) Council representatives, selected from the regional committees, shall be appointed by the Chairman of the Council. The Employer shall select its representatives from the

regional committees or staff offices. The term of members on the National Committee shall be one (1) year. However, a member may be reappointed for another term, if such member is eligible for appointment as defined above.

- 4.3 SCOPE: The National Committee and the Regional Committees shall have power of self-organization with the exception that the chairmanship shall rotate between Employer and the Council committeemen. However, the subjects to be considered shall be identified jointly by Office of the Administrator and the Council or the Region and the Regional Council(s), as appropriate. In no event, shall consideration be given to any matter not so identified nor shall Regional Committees consider matters beyond the authority of the Regional Director to implement. A general listing of matters appropriate for consideration would be the conservation of materials, improvement of techniques of inspection, the promotion of education and training, the correction of conditions causing grievances and misunderstandings, the improvement of employment conditions and the strengthening of employee morale. However, grievances, disputes, misunderstandings, etc., in themselves, shall not be considered or acted upon.

A Cooperative Improvement Committee has no authority to make decisions, as such, on the matters referred to it. Its purpose is to advise the principal parties. Furthermore, it is not intended to become involved in negotiations or in the mediation of disputes of impasses.

4.4 MEETING TIMES AND PLACES:

(a) Regional Committees: Regional Committees shall meet once a year. Meetings shall be held in the month of April unless work schedules or emergency needs preclude it. The site of the meeting shall be determined by the Regional Director, after consulting with the Regional Council Representative.

(b) National Committee : The National Committee shall also meet once a year. Meetings shall be held in the month of June. The site of the meeting shall be determined by the Deputy Administrator, Field Operations, Meat and Poultry Inspection Program, after consulting with the Chairman of the Joint Council.

(c) Special Meeting: A Special Meeting of either a Regional Committee or the National Committee may be held if situations arise and either party requests a meeting. The Special Meeting will be held within thirty (30) days.

#### 4.5 PRESENTATION OF AN ACTION ON RECOMMENDATIONS:

(a) By Regional Committees: The Committee shall present its recommendations in writing to the concerned Regional Director and the Representative(s) of the Regional Council(s) at the conclusion of its meeting. The Regional Director and the Regional Council Representative(s) shall meet within two (2) weeks of the receipt of the recommendations to discuss the feasibility of adopting or rejecting them, in whole or in part, or recommending that they be taken up by the National Committee. A summary of the meeting, including the disposition of the recommendations shall be drawn up and jointly signed by the Regional Director and the Regional Council Representative(s). A copy of the summary shall be furnished the Associate Administrator, Meat and Poultry Inspection Program, and the Chairman of the Council within two (2) weeks of the conclusion of the meeting.

(b) By the National Committee: The National Committee shall present its recommendations in writing to the Associate Administrator, Meat and Poultry Inspection Program, and to the Chairman of the Council. A copy shall be sent to the Administrator, APHIS, and to the President, AFGE.

The Associate Administrator or appropriate representative(s) and the Chairman and Executive Board of the Council shall meet within one (1) month of the receipt of the recommendations to discuss the feasibility of adopting or rejecting them, in whole or in part. A summary of the meeting, including the disposition of the recommendations, shall be drawn up and jointly signed by the parties at the conclusion of the meeting. A copy shall be furnished the Administrator, APHIS, the President, AFGE, and all Regional Council Presidents.

## 5. CONSULTATIONS AND NEGOTIATIONS

5.1 DEFINITIONS: The definitions of "consultation" and "negotiation" in Chapter 711, DPM shall apply under this agreement. They are:

(a) Negotiation: Bargaining on appropriate issues relating to personnel policies and practices affecting the conditions of employment with a view of arriving at a mutually agreeable position.

(b) Consultation: Verbal discussion or written communication with representatives of labor organizations for the purpose of obtaining their views on matters of appropriate concern to employees in the representation unit.

5.2 RESPONSIBILITIES OF THE PARTIES: Both parties have the responsibility to conduct all consultations and negotiations in good faith and in accordance with the intent and purpose of Executive Order 11491 and applicable administrative regulations. The Council and its subordinate levels have the additional responsibility of representing the interests of all members of the representation unit without discrimination. It should be understood that good faith bargaining does not imply agreement on all points but it is normal to expect that agreement will be reached on most. To achieve this, both parties must make a concerted

effort to reach agreement. Each party also has the responsibility to thoroughly review the negotiation proposals of the other and, if found unacceptable, to state its reason for rejection or to submit a counter-proposal. Additionally, management officials shall make themselves available at reasonable times and with reasonable promptness to negotiate an agreement.

- 5.3 LATITUDE AND METHOD FOR NEGOTIATIONS: Negotiations will be conducted on those personnel policies and practices and other matters affecting working conditions which are appropriate for negotiation and which can be identified as applying specifically to the members of the representation unit. The levels of management at which negotiations on specific subjects shall be conducted will be determined by the authorities delegated to that level by higher levels of management. For instance, an Area Supervisor could only negotiate on the matters over which he has been granted administrative discretion. Similarly, negotiations with a Regional Council will be confined to appropriate matters within the delegated authority of the Regional Director and negotiations with the National Joint Council on those matters within the authority of the Employer. When considered practical, the method described in 5.4 below for consultations may be utilized to deal with matters which meet the requirements of this section. However, if this approach is utilized, no changes in policy or procedure will be put into effect except by mutual consent of the parties.

- 5.4 LATITUDE OF AND METHODS FOR CONSULTATIONS:

(a) Management officials at levels of management identified in Section 1.5 shall consult either verbally or in writing, with the appropriate Union officials on those personnel policies and practices



and other matters relating to working conditions which are within the administrative discretion of the management level involved, are appropriate for consultation, and normally have broader application than the unit itself.

(b) In respect to written consultations at the Service and Program levels, the responsible management official shall transmit the proposals to the appropriate Union official at least twenty-one (21) days prior to the due date for receipt of comments. However, the Union agrees to expedite the comments on urgent items upon request.

## 6. Disciplinary Actions

6.1 DEFINITION : An oral admonishment or warning confirmed in writing, a written reprimand, or a suspension from duty for thirty (30) days or less.

6.2 REPRESENTATION: A meeting between an employee and his supervisor during which the principal topic of discussion is discipline or proposed discipline, will entitle the employee involved to request to be accompanied by his Union representative during such meeting. Such a request will be honored by the Employer.

The Employer will carefully consider the employee's views and inform the employee and his representative, as appropriate, of the decision prior to instituting any formal action.

6.3 NOTIFICATION: In all cases of proposed formal disciplinary action, the Employer will furnish the employee with an extra copy of the notice which he may give to his Union representative.

6.4 APPEAL PROCEDURE: Appeals of disciplinary actions shall be processed through the negotiated grievance procedure outlined in Section 9 of this agreement. The appeal shall be presented at the level of the initiating official.

## 7. IMPASSES

- 7.1 DEFINITION: The inability of the representatives of management and labor organizations to arrive at a mutually agreeable decision concerning negotiable matters through the bargaining process.
- 7.2 IMPASSES IN NEGOTIATIONS: If an impasse occurs at any level of negotiations, the impasse will be processed in accordance with Sections 16 and 17 of Executive Order 11491, Chapter 711, DPM, and the regulations of the Federal Mediation and Conciliation Service, or the Federal Service Impasses Panel, as appropriate.

## 8. DISPUTES

- 8.1 DEFINITION: A dispute is a disagreement between the parties on the interpretation or application of the Department Personnel Manual, the Federal Personnel Manual, or related matters.
- 8.2 INFORMAL ADJUSTMENT: When a dispute occurs, the parties at the particular level involved will make every effort to settle the matter at that level.
- 8.3 FORMAL ADJUSTMENT: In the event settlement cannot be achieved informally, the dispute may be further processed in accordance with the provisions of Subchapter 5-3 and 5-4, Chapter 711, Department Personnel Manual.

## 9. GRIEVANCES

This procedure is the exclusive grievance procedure available to bargaining unit employees.

- 9.1 DEFINITION: A complaint of dissatisfaction and a request for personal relief or the adjustment of a decision subject to the control of agency management relating to an interpretation or application of a negotiated agreement whether filed by an employee, a group of employees or the labor organization which is a party to the Agreement.

Questions involving the content of published policies or regulations of the Department, the Agency or Program, provisions of law, or regulations of appropriate authorities outside the Department shall not be subject to the negotiated grievance procedure or arbitration regardless of whether



such issuances or laws are quoted, paraphrased, referenced, or otherwise incorporated in this agreement or subordinate agreements.

- 9.2 GENERAL PROVISIONS: Most grievances arise from misunderstandings which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Council agree that every effort will be made by management and the grievant(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in work situations, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization. The immediate supervisor and employee(s) shall maintain a healthy atmosphere in which both can speak freely and have a frank discussion of the problems.

All grievances will be given careful and unprejudiced consideration. Grievances of employees should be settled by informal discussion and adjustment whenever possible. An employee is free to pursue the resolution of his own grievance or he may request the Local or the Council, as appropriate, to represent him. It is recognized that an employee must exhaust the informal procedures hereinafter stipulated before formal consideration will be given to the grievance.

A written grievance shall identify the employee(s) filing the grievance by name, organizational unit of employment, position, title and grade. It must state specifically and in detail the nature of the grievance, the previous steps which have been observed, and the results thereof, and the corrective action desired. It must be signed by the employee(s) filing the grievance and shall be filed within thirty (30) calendar days of the occurrence of the event on which the grievance is based. Grievances not meeting these requirements will be returned to the complainant(s) with a

request for such particulars as necessary to make a decision. Failure to furnish such particulars shall constitute grounds to deny the grievance.

An employee may file a grievance at the level of management that initiated the action which resulted in the grievance; however, if the grievance is filed at a higher level than appropriate, the receiving office will return the grievance to the employee(s) with instructions as to the level at which it should be filed.

All time limits stated in the grievance procedure may be extended by mutual consent. Failure of the Employer to render a decision on the grievance within the stated time limits, without any mutual agreement having been made to extend such limits, will be cause for the employee(s) to move the grievance to the next level. Likewise, failure of the employee(s) to appeal a decision on the grievance in the prescribed time limits, unless an extension has been granted, shall be grounds for the grievance to be denied.

### 9.3 PROCESSING PROCEDURES:

#### (a) INFORMAL

(1) Local Level: The employee and, if he chooses, a representative furnished by the Local shall orally discuss and attempt to resolve the grievance with levels of supervision within the Circuit. If the grievance remains unresolved, the employee may present it in writing (original and one copy) to the Area Supervisor. The Area Supervisor shall review and make determination on the grievance, he will issue his decision in writing to the employee with a copy to the President of the Local. If the grievance is not sustained, he will attach his decision to the original of the grievance and promptly forward

it to the Regional Director. A copy of the decision of the Area Supervisor will be forwarded to the employee and the Regional Representative of the Council.

(2) Regional Level: The employee(s) may be represented by the Regional Representative or his designee in seeking resolution of the grievance with the Regional Director unless the employee notified the Regional Representative that the decision of the Area Supervisor is acceptable and he wishes to drop the grievance. In this event, the employee shall also notify the Regional Director.

The Regional Director or his designee shall consider the grievance and, after consultation with the Regional Council Representative or his designee shall render a written decision within seven (7) working days of its receipt. The original of the grievance shall be returned to the employee with the decision. The Regional Council Representative and the Council Chairman shall be sent a copy of the decision.

A reasonable amount of official time will be granted to the employee or his representative to present the grievance in the informal steps outlined above. Travel expenses shall not be authorized.

(b) FORMAL:

If the grievance has not been adjusted to the satisfaction of the employee(s), the employee(s) may, within five (5) days of the receipt of the decision of the Regional Director, submit the original grievance with copies of all previous decisions to the Deputy Administrator, Field Operations, APHIS, through the Council Chairman. The Deputy Administrator shall attempt to resolve the grievance within fifteen (15) working days of its receipt. If the grievance cannot be resolved to the employee(s) satisfaction by the Deputy Administrator, the Council

or the employee, as appropriate, may, within 15 days of the receipt of the decision of the Deputy Administrator, refer the grievance to the Administrator, APHIS, for a decision or the Council may invoke arbitration, but not both. The procedures and conditions for invoking arbitration are contained in Section 10 of this agreement. If the grievance is referred to the Administrator for a decision, his decision shall be made within 15 working days of receipt. The decision of the Administrator shall be final.

- 9.4 EMPLOYEE REPRESENTATION BY COUNCIL: If the Council selects an employee of APHIS to represent the grievant under formal procedures, official time and expense of the representative shall be granted as authorized by applicable regulations.
- 9.5 COUNCIL REPRESENTATION: The Council shall be notified upon receipt of a grievance appeal filed by a member of the representation unit and shall be given an opportunity to be present at the adjustment. The adjustment shall not be inconsistent or in conflict with this agreement. The foregoing shall not apply if the Council is the chosen representative of the grievant and is processing the grievance in the grievant's behalf. Official time will be granted an APHIS employee acting as a Council Representative if the grievant is not otherwise represented by AFGE. Expenses will not be granted an APHIS employee acting as a Council Representative, except if he is also serving as the employee representative in which case official time and expenses will be granted as provided in Section 9.4 above.

## 10. ARBITRATION

- 10.1 CONDITIONS FOR INVOKING ARBITRATION: Arbitration may only be invoked under the following conditions and stipulations:

(a) Arbitration of an employee grievance which involves a negotiated

agreement may extend only to the interpretation or application of the agreement and not to changes or proposed changes in the agreement.

(b) Arbitration of an employee grievance shall be used only with the approval of the Council.

(c) The costs of the arbitrator shall be shared equally by the Service and the Council.

(d) The arbitrator's decision shall be binding unless either party files an exception to the arbitrator's award with the Federal Labor Relations Council under its regulations.

10.2 PROCEDURES: To invoke arbitration, the Council shall serve written notice of such intent with the Administrator, APHIS, within fifteen (15) working days of the receipt of the decision of the Deputy Administrator, Field Operations. If arbitration is invoked, the Administrator shall within five (5) working days of the request for arbitration, request the Federal Mediation and Conciliation Service to furnish the parties a list of five (5) impartial persons qualified to act as arbitrators. The Employer and the Council shall meet within five (5) working days after receipt of the list. If they cannot mutually agree upon one of the listed arbitrators, they will each strike one name from the list and shall repeat the procedure. The remaining individual shall be the duly selected arbitrator. If for any reason the Employer or the Council refuses to participate in the selection of an arbitrator, the Council or the Employer, as appropriate, may then choose any person from the Federal Mediation and Conciliation Service roster to be the duly selected arbitrator.

10.3 ARBITRATION HEARING: The arbitration hearing will be held, if possible, on the Employer's premise during the regular day shift hours of the

basic workweek. Official time and expenses will be allowed for the employee and his representative.

- 10.4 ARBITRATOR'S DECISION: The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limits.

## 11. ROTATION OF ASSIGNMENTS

All provisions of existing and continuing regional and circuit agreements dealing with the implementation of the rotation policy shall remain in effect until such time as either party to this agreement serves notice on the other of its intent to negotiate national guidelines on rotation for inclusion in this agreement. If such notice is served, negotiations will begin within fifteen (15) days of the date of such notice. Such negotiations shall be continuous in nature including efforts at mediation with the consent of the Federal Mediation and Conciliation Service.

## 12. LEAVE

- 12.1 ANNUAL LEAVE POLICY: Annual leave should be scheduled for use so as to prevent unintended loss at the end of the year. An effort should also be made to meet the desires of the employees in scheduling leave consistent with the needs of the Service.
- 12.2 ANNUAL LEAVE SCHEDULING: The structuring of a system for the scheduling of annual leave shall be a subject for negotiation with the Regional Director or the Area Supervisor.

## 13. OVERTIME

- 13.1 POLICY: Overtime, if required, will normally be worked by the inspector covering the assignment during the normal tour of duty subject to the



combination of assignments in situations of reduced inspection requirements. When practical, intermittent or temporary inspectors will not be offered overtime duty where there is a regular full-time employee who wishes to work.

- 13.2 EQUALIZATION OF OVERTIME: The structuring of a system for the equalization of overtime shall be subject for negotiation with the Regional Director or the Area Supervisor. The health of the employees and the efficiency of the Program shall be considered in structuring such a system.

#### 14. WORK MEASUREMENT STANDARDS

- 14.1 RESPONSIBILITY: The Council recognizes that the Service has a continuing obligation to maintain the quality of inspection standards, efficient use of manpower, and the safety and health of employees. To meet this obligation, the Service must periodically evaluate manpower productivity, utilization and proficiency for effective and meaningful use of public funds.
- 14.2 DEVISING WORK MEASUREMENT STANDARDS: Although the methods, means, and personnel by which operations will be conducted is a retained right of the Employer, it nevertheless agrees that the Council will be consulted and its views considered to the maximum extent possible in devising or amending work measurement standards.
- 14.3 AVAILABILITY OF WORK MEASUREMENT STANDARDS: Each Area Supervisor shall maintain a set of official work measurement standards and shall make such work measurement standards available upon request for review by the President of the Local or his designee.

#### 15. RELIEF PERIODS

- 15.1 POLICY: The Employer and the Council agree that temporary relief breaks of approximately ten (10) minutes in addition to regular plant breaks are

necessary to meet the personal needs of slaughter inspectors. However, the parties recognize that in some situations, particularly in plants requiring a relatively few inspectors, such temporary relief breaks cannot be given. Therefore, it is agreed that, whenever possible, the immediate supervisor shall arrange to give such necessary temporary relief periods within available manpower limitations.

#### 16. EQUAL EMPLOYMENT OPPORTUNITY

- 16.1 JOINT RESPONSIBILITIES: The parties agree to cooperate in fostering a positive and continuing program which will afford equal opportunity for all, regardless of race, color, religion, sex or national origin. Each party agrees to advise the other of outstanding equal opportunity problems of which they are aware. The parties will jointly seek solutions to such problems so that the program will be fully effective.

#### 17. USE OF OFFICIAL TIME

- 17.1 INTERNAL COUNCIL BUSINESS: The internal business of the Council or its subdivisions, such as the solicitation of membership, collection of monies, election of officers and other business shall be conducted during the nonduty hours of the employees involved.
- 17.2 OFFICIAL MEETINGS: Employee representatives may attend meetings on official time when such meetings are officially requested or approved by management for the purpose of consultation. The amount of time given to such meetings and the number of employee representatives who attend shall be reasonable.
- 17.3 SPECIAL LEAVE FOR UNION ASSIGNMENTS: An effort will be made to grant the request of employees for annual leave or leave without pay for the purpose of accomplishing employee organization business. The consideration of the granting of such leave will be based on administrative regulations and policies.



## 18. USE OF OFFICIAL FACILITIES

- 18.1 SPACE: The affiliates of the Council may be granted permission to use official space for meetings on the nonduty hours of the employees involved. Management officials will permit the use of such space when available and in instances where such use will not conflict with the performance of official functions. The affiliate is responsible for exercising reasonable care in the use of such facilities.
- 18.2 INTERNAL MAIL: The Council and its affiliates may distribute their circulars, flyers, posters, etc., through the Department's regular mail messenger service provided such material does not violate the restrictions stated in applicable Department or Agency regulations. The use of Department postage and fees paid envelopes is prohibited.
- 18.3 BULLETIN BOARDS: The Council and its affiliates may be provided use of bulletin boards in APHIS owned or controlled facilities whenever possible. Items placed on such bulletin boards must be neat and dignified and meet the same requirements as outlined in Section 18.2 above.
- 18.4 ORIENTATION OF NEW EMPLOYEES: As part of the orientation process, new employees will be informed of their unrestrained right to join or not to join an employee organization. They shall also be informed of the recognition granted the Union and shall be given a copy of the Basic Agreement between the parties.
- 18.5 ASSIGNMENT LISTS AND CHARTS: Upon written request, no more frequent than every six (6) months, the Regional Director will furnish the Regional Council Representative copies of the approved Circuit Assignment Lists and the approved Circuit Organizational Charts.

## 19. EMPLOYEE DEVELOPMENT

- 19.1 POLICY: The Employer and the Union agree that the training and development of employees within the unit will improve the efficiency and effectiveness of the Meat and Poultry Inspection Program. To effectuate and further this policy, the Employer shall maintain, within its available resources, an aggressive training program. Employees are encouraged to participate in furthering this policy through broadening their own education and self-development.

The Employer will train employees in those appropriate inspection phases of the Program to the maximum extent practical. A concerted effort will be made to provide specialized technical training through job-related courses for eligible employees. In addition, supervisors will, when possible, utilize those employees skills and knowledge gained in the training and development program.

## 20. SAFETY

- 20.1 SERVICE RESPONSIBILITIES: The Employer to the full extent of its authority, will make every effort to provide safe and healthful working conditions. Appropriate supplies, equipment and services will be furnished to members of the unit to achieve this purpose. Furthermore, the Employer will emphasize safety by establishing safety committees at appropriate organizational levels within the unit. It further agrees to employee representation on such committees.
- 20.2 COUNCIL RESPONSIBILITIES: The Council agrees to cooperate fully with the Employer in fostering an effective and progressive safety program. It will work with management officials in an effort to induce employees to strictly observe safety rules and to utilize the safety equipment issued to them.
- 20.3 EMPLOYEE RESPONSIBILITY: It is recognized that each employee has a primary responsibility and obligation to know and observe safety rules and practices as a measure of protection for himself and others.
- 20.4 INDUSTRIAL DISPUTES AND CIVIL DISORDERS: Employees in the unit are responsible for not taking sides or becoming personally involved in an industrial dispute between the management and employees of the official establishment or plant to which they are assigned. They are responsible during plant strike periods for reporting to work as scheduled and performing assigned inspection duties unless otherwise directed by their supervisor.

If a plant strike date is announced in advance, the supervisor will prearrange for safe access of his subordinates to the worksite. The affected inspectors will be notified prior to the strike of the arrangements which have been made. If the plant strike is effected without prior notice and the inspector is confronted with a picket line in reporting for work, he shall approach the line, produce proper identification, state his responsibility for reporting to work, and request that he be allowed access. If access is refused, the inspector shall leave the picket line area and promptly report the facts to his supervisor by phone. The supervisor shall remain cognizant of the inspector's safety in any instructions he might give.

An employee who believes his personal safety may be in jeopardy because of civil disorders in the area of his assignment shall contact his supervisor for advice and guidance before his scheduled starting time. If the supervisor has prior knowledge of civil disorders within his area of responsibility, he shall advise the involved subordinates as to what action they should take.

## 21. PROMOTIONS

- 21.1 POLICY: Promotions of employees included in the representation unit shall be made in accordance with applicable rules and regulations of the Animal and Plant Health Inspection Service and the Meat and Poultry Inspection Program.

## 22. DUES DEDUCTION

- 22.1 AUTHORIZATION: Members of the unit are authorized to effect voluntary allotments for the payment of dues to Locals affiliated with the Council subject to the procedures and stipulations set forth in the Memorandum of Understanding between the U.S. Department of Agriculture and the American Federation of Government Employees, dated June 22, 1971.

## 23. DISTRIBUTION

- 23.1 COPIES TO EMPLOYEES: A copy of this Agreement shall be provided all employees in the unit of recognition.



REGIONAL AGREEMENT

Between

The \_\_\_\_\_ Region  
Meat & Poultry Inspection Program  
and

The \_\_\_\_\_ Council of Food Inspection Locals,  
(AFL-CIO)

1. GENERAL PROVISIONS

1. AUTHORITY: This Agreement is entered into under the conditions stipulated in Section 3 of the Basic Agreement between the Office of the Administrator, APHIS, USDA, and the National Joint Council of Food Inspection Locals, AFGE.
- 1.2 COVERAGE: This Agreement is applicable to all full-time food inspectors in the service of the \_\_\_\_\_ Region except veterinarians and nonveterinary inspectors in supervisory positions.
- 1.3 PARTIES TO THE AGREEMENT: The parties to this Agreement are the \_\_\_\_\_ Region, hereinafter referred to as the Region and the \_\_\_\_\_ Council of Food Inspection Locals, AFGE, hereinafter referred to as the Regional Council. Primary responsibility and authority for negotiating and administering this Agreement rests with the Region and the Regional Council.
- 1.4 APPLICABILITY OF PROVISIONS OF BASIC AGREEMENT: This Agreement covers relationships between the Region and the Regional Council and is subordinate to any and all provisions of the Basic Agreement whether specifically referred to in this Agreement or not.

2. TERM, EFFECTIVE DATE, AMENDMENT AND RENEWAL

- 2.1 TERM AND EFFECTIVE DATE: This Agreement shall be in full force and effect from the date of approval by the Service. Its terms shall be concurrent with the term of the Basic Agreement, unless extended by the parties to the Basic Agreement as provided for in Section 2.1 of that Agreement.
- 2.2 AMENDMENT AND RENEWAL: The procedures for amending or renewing this Agreement shall be the same as those specified in Section 2 of the Basic Agreement.

AREA AGREEMENT  
BETWEEN  
The Area Supervisor, (City & State)  
       Region, Meat & Poultry Inspection Program  
and  
Local        or (Locals              )  
       Regional Council  
National Joint Council of Food Inspection Locals, AFGE

1. GENERAL PROVISIONS

- 1.1 AUTHORITY: This Agreement is entered into under the conditions stipulated in Section 3 of the Basic Agreement between the Office of the Administrator, APHIS, USDA, and the National Joint Council of Food Inspection Locals, AFGE.
- 1.2 COVERAGE: This Agreement is applicable to all full-time food inspectors under the supervision of the Area Supervisor, (city & state) except veterinarians and nonveterinary inspectors in supervisory positions.
- 1.3 PARTIES TO THE AGREEMENT: The parties to this Agreement are the Area Supervisor, (city & state), and Local        or (Locals              ) hereinafter referred to as Local or (Locals). Primary responsibility and authority for negotiating and administering this Agreement rests with the Area Supervisor and the Local(s).
- 1.4 APPLICABILITY OF PROVISIONS OF THE BASIC AND REGIONAL AGREEMENTS: This Agreement is subordinate to any and all provisions of the Basic and Regional Agreements whether specifically referred to in this Agreement or not.

2. TERM, EFFECTIVE DATE, AMENDMENT AND RENEWAL

- 2.1 TERM AND EFFECTIVE DATE: This Agreement shall be in full force and effect from the date of approval by the Service. Its term shall be concurrent with the term of the Basic Agreement.
- 2.2 AMENDMENT AND RENEWAL: The procedures for amending or renewing this Agreement shall be the same as those specified in Section 2 of the Basic Agreement.

For the Council:

Othello D. Thompson

Othello D. Thompson, Chairman  
National Joint Council of Food  
Inspection Locals, AFGE

James G. Murphy

James G. Murphy, President  
Mid-Atlantic Council

Richard Martin

Richard Martin, President  
Southwest Council

Delmer Jones

Delmer Jones, President  
Southern Council

William A. Neumann

William A. Neumann, President  
Mid-West Council

Loren G. Langland

Loren G. Langland, President  
Western Council

Gerald L. Balfe

Gerald L. Balfe, President  
Northern Council

Marion Hall

Marion Hall, President  
North Central Council

APPROVED:

Clyde H. Webber

Clyde Webber, President  
American Federation of  
Government Employees

For the Employer:

Fred J. Fullerton

Fred J. Fullerton, Deputy Administrator  
Meat & Poultry Inspection Program

Victor H. Berry

Victor H. Berry, Assistant Deputy  
Administrator

M. A. Nelson

M. A. Nelson, Assistant Deputy  
Administrator

M. L. Huggins

M. L. Huggins, Assistant to the  
Director for Labor-Management  
Relations

DATE: November 2, 1972

APPROVED:

Frank J. Mulhern

Frank J. Mulhern, Administrator  
Animal and Plant Health Inspection  
Service









